

जा.क्र.नांवाशमनपा/स्ववि/ 2061 /2023
नांदेड वाघाळा शहर महानगरपालिका, नांदेड.
दिनांक :- 24 /04/2023

प्रति,
सिस्टीम मॅनेजर,
नांदेड वाघाळा शहर महानगरपालिका, नांदेड.

विषय :- घनकचरा व्यवस्थापन नियम-2016.

घरोघरी कचरा संकलन करणे आणि संपूर्ण घनकचरा वाहतूक करणेसाठीचा कामासाठी करण्यात आलेल्या पुरवणी करारनामा मनपाच्या वेबसाईटवर प्रसिध्द करणे बाबत.

संदर्भ :- या कार्यालयीन पत्र जा.क्र.नांवाशमनपा/10944/2016, दि.20/02/2016.

उपरोक्त विषयी संदर्भिय पत्राच्या अनुषंगाने आपणास कळविण्यात येते की, घनकचरा व्यवस्थापन नियम-2016 नुसार नांदेड वाघाळा शहर महानगरपालिका हद्दीअंतर्गत घरोघरी कचरा संकलन करणे आणि संपूर्ण घनकचरा उचलणेसाठीच्या कामासाठी R&B Infra Project Pvt. Ltd. यांच्यासोबत दि.22/04/2023 रोजी पुरवणी करारनामा करण्यात आलेली आहे.

करीता संबंधित कंत्राटदारासोबत केलेल्या पुरवणी करारनामा (Supplementary Agreement) ची प्रत मनपाच्या वेब-साईटवर प्रसिध्द करण्यात यावे.

सोबत :- वरील प्रमाणे.



उपआयुक्त (१),

नांदेड वाघाळा शहर महानगरपालिका, नांदेड.

प्रत माहितीस्तव सविनय सादर :-

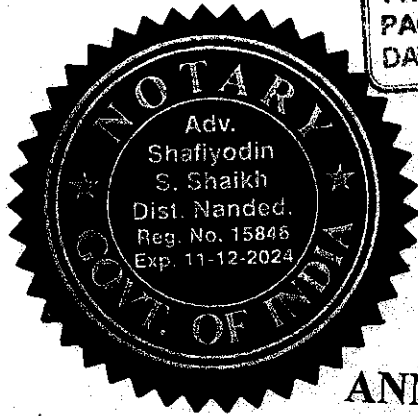
- १) मा.आयुक्त, नांदेड वाघाळा शहर महानगरपालिका, नांदेड.
- २) मा.अतिरिक्त आयुक्त, नांदेड वाघाळा शहर महानगरपालिका, नांदेड.



उपआयुक्त (१),

नांदेड वाघाळा शहर महानगरपालिका, नांदेड.

NOTARIAL REGISTER
SR.NO. 421/2023
THIS DOCUMENT CONTAINS
PAGE NO. 1-43
DATE 27 MAY 2023



ANNEXURE X

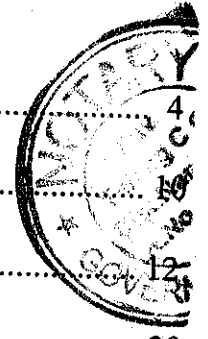
Supplementary Agreement for Door to door collection and transportation up to disposal site in Nanded Waghala City Municipal Corporation

Shaikh
SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India

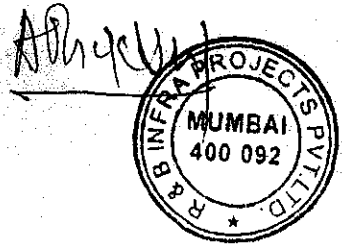


Contents

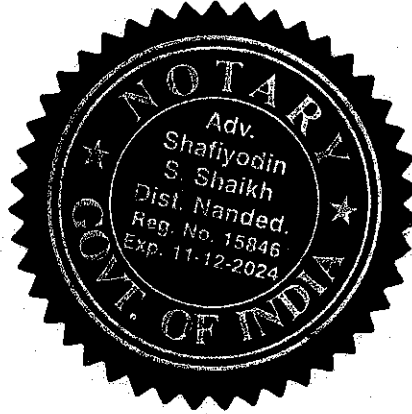
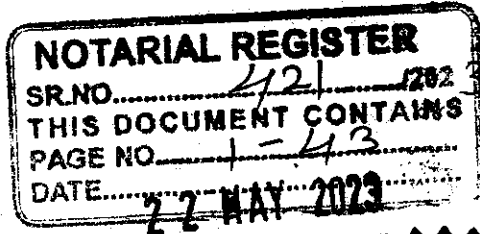
ARTICLE 1: DEFINATION AND INTEPRETION	4
ARTICLE 2: CONTRACT	10
ARTICLE 3: OBLIGATIONS OF THE CONTRACTOR	12
ARTICLE 4: THE AUTHORITY'S OBLIGATIONS	20
ARTICLE 5: PAYMENT TERMS	22
ARTICLE 6: FORCE MAJEURE	24
ARTICLE 7: EVENT OF DEFAULT AND TERMINATION	26
ARTICLE 8:DISPUTE RESOLUTION	32
ARTICLE 9: MISCELLANEOUS	34
SCHEDULE "I"	38
SCHEDULE "II"	39



[Signature]
 -By Commissioner
 Nanded Waghala City Municipal
 Corporation, Nanded.



[Signature]
SHAFIYODDIN S. SHIAKH
 Advocate & Notary
 (Appointed by Govt. of India)
 Dist. Nanded. (M.S.) India



SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT entered into on this day -----
May, 2023 of at Nanded. Maharashtra

BETWEEN

Nanded Waghala City Municipal Corporation (NWCMC), a Municipal Governing body constituted under provisions of Maharashtra Municipal Corporations Act, represented by its Commissioner, having its office at New Administration Building, Station Road, Vazirabad, Nanded-431 601, hereinafter referred to as **"The Authority"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of **FIRST PART**.

AND

M/s.R&B Infra Project Pvt. Ltd; a company incorporated under provisions of the Companies Act 1956/2013, having its registered office at **Borivali (West), Mumbai** through its Authorised signatory **Mr.Ratansingh Rathore** (Hereinafter called **"The Contractor"** which expression shall unless excluded by or repugnant to the context including his successor or successors or assigns for the time being holding the office of **CONTRACTOR**) of the **SECOND PART**

Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.



Page 1 of 43

Shaikh
SHAFIYODIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded (M.S.)

WHEREAS


- A) Nanded Waghala City Municipal Corporation (NWCMC) responsible for providing municipal and civic services, which includes the collection, segregation at source and transportation up to disposal / treatment / Land fill site of Municipal Solid Waste generated in the Nanded Waghala City.
- B) The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules 2000 & Solid Wastes Management Rules 2016, which makes it mandatory for every municipal authority to implement a scientific solid waste management system.
- C) The Authority invited competitive proposals from eligible bidders vide Tender Notice No.7642/2017, Dated 31st August 2017, 1st Addendum No.NWCMC/Sanitation/10931/2017, Dated 12.10.2017 and 2nd Addendum No.NWCMC/Sanitation/11372/2017, Dated 26.10.2017 for the work to carry out door to door collection of segregated wet & dry garbage from the generators in closed two compartment vehicles having ringing bell system and in required refuse compactors & Dumpers and transportation up to disposal / treatment / landfill site and Providing & Supplying labours for daily cleaning of roads, footpaths, pavements & open and vacant places manually, daily cleaning and collection of waste from roads, side drains / nallas, bins / container, within NWCMC limit as per Solid Waste Management and Handling Rules-2000 & Solid Wastes Management Rules 2016. (Hereinafter referred to as "the said work") and in response thereto, the Authority has received proposals from several bidders including the Contractor for implementing the said work.
- D) The Authority through its General Body Meeting vide its resolution No.77, dated 19th December, 2017 & Administrative Standing Committee Meeting vide resolution No.130, dated 08th March 2023 Meeting had resolved to accept the techno-commercial proposal of the Contractor and to allot the work to the Contractor



Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.



Page 2 of 43


SHAFTYUDDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt of India)
Dist. Nanded. (M.S.) India



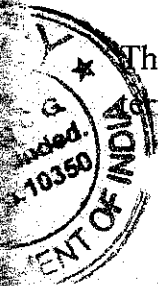
on the terms and conditions that may be decided by the Commissioner NWCMC amicably with the Contractor.

- E) The Authority hereby grants and authorizes the Contractor to implement the said work in accordance with the terms and conditions of this Agreement and also issued Acceptance letter on dated 25th January 2018.

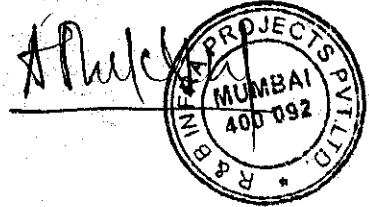
AND WHEREAS the parties here to are desirous of recording terms and condition agreed by the parties here to and as hereinafter appearing.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

The Contractor and the Authority have accepted this Agreement on the terms and conditions set out below:



Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.



Shaily

SHAFIYODDIN S. SHIAKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India



ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning therein after respectively described to them hereunder

"**The Contract**" means the agreement entered into between the Authority and the Contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.


"**The Contract Price**" means the price payable to the contractor under the contract for the full and proper performance of its contractual obligations.

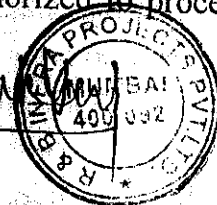
"**The Goods**" means all of the equipments, machinery and/or other materials which the contractor is required to supply to the Authority under the contract.

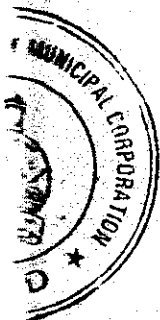
"**Services**" means services ancillary to the contract such as transportation and insurance and any other incidental services, such as Provision of Technical Assistance, Collection, segregation, transportation of solid waste from generators, Training to staff and other such obligations of the contractor covered under the contract.

"**The Authority**" means, the Municipal Commissioner of Nanded Waghala City Municipal Corporation or his representative designated by him.

"**The Contractor**" means successful tenderer that is the tenderer whose tender has been accepted and who has been authorized to proceed with the work.


Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.

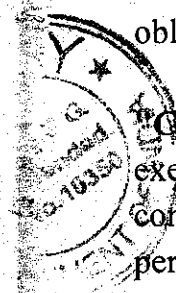




"The NWCMC" means the Nanded Waghala City Municipal Corporation,

"The Commissioner of NWCMC" shall mean Commissioner of Nanded Waghala City Municipal Corporation, the person, for the time being holding that Office and also his successors and shall include any Engineer or officer authorized by him.

"Tender" means the proposal of the Contractor submitted in prescribed form setting-forth the prices for the goods to be supplied and other related services to be rendered and setting forth his acceptance of the terms and obligations of the conditions of contract and specifications.



"Contract Time" means period specified in the document for the entire execution of contracted works and other services to be rendered commencing from the date of notification of award including monsoon period.


"Month" means calendar month.

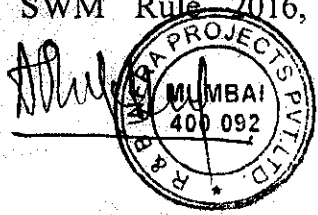
"Site" means location at which the contractor will have to execute the contracted work.

"The Engineer" shall mean the City Engineer, Executive Engineer or Deputy Engineer in Charge of the work

"Agreement" means this document entered into between the Contractor and the Authority as recorded in this agreement signed by the Contractor and the Authority including all attachment and annexures thereto and all the documents incorporated by reference therein and also includes any amendments hereto made in accordance with the provisions hereof

"Applicable Law" means all laws including Municipal Solid Waste (Management & Handling) Rules, 2000 and SWM Rule, 2016,


Dy. Commissioner
Nanded Waghala City Municipal Corporation, Nanded.



Shaily
SHAFIYODDIN S. SHIAKH
Advocate & Notary
(Appointed by Govt of India)
Dist. Nanded. (M.S.) India

Maharashtra Municipal Corporations Act, Road transport Act 1950, Accident Act, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Employee State Insurance Act 1948, Contract Labour (Regulation & Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986 in force and effect as of the date hereof and which may be promulgated or brought into force and effect herein after in India including judgments, decrees injunction writs or orders of any court, as may be in force and effect during the subsistence of this Agreement and applicable to the project/the Contractor.

"Applicable Permits" means all clearance, permits, authorizations, consents and approvals required to be obtained or maintained by the Contractor under Applicable Law in connection with the Project during the subsistence of this Agreement.

"Bio-medical Waste" shall have the meaning ascribed to it under the Bio-medical Wastes (Management & Handling) Rules, 1998.


"Compliance Certificate" means the certificate to be obtained by the Contractor as set out in Article 3.

"Contract Value" shall mean the Service Fee / Tipping Fee payable by Authority to the Contractor during the Agreement period.

"Designated Locations/Collection Point" means the land situated at Survey No.372 and/or the locations specified by the Authority within the limits of Municipal Corporation.

"Tax" shall mean and includes all taxes, fees, cesses, levies that may be payable by the Contractor as per their offer under Applicable Law.

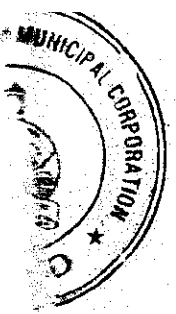
"Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence as specified in Article 6.


By Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.





SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of Maharashtra)
Dist. Nanded. (M.S.)



“Management Plan” means the plan for the implementation of the Project, duly signed by the Authority in token of its approval.

“Material Adverse Effect” means a material adverse effect on (a) the ability of the Contractor to exercise any of its rights or perform/dischage any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“MSW Rules” shall mean the Municipal Solid Wastes (Management and Handling) Rules, 2000 and any amendments thereto.

“SWM 2016” shall mean the Solid Wastes Management (Management and Handling) Rules, 2016 and any amendments thereto.

“Municipal Solid Waste” or **“MSW”** shall have the meaning ascribed to it in the MSW Rules.

“Parties” means the parties to this Agreement and **“Party”** means either of them as the context may admit or require.

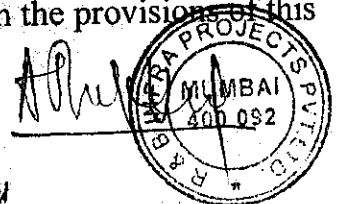
“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Contractor in accordance with Article 3.2.

“Project Area” means the Area of Municipal Corporation where the Contractor has to implement the said work.

“Termination” means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this

[Handwritten signature]

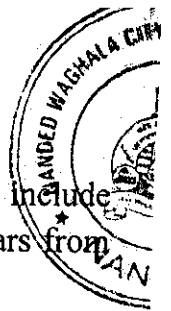
Dy. Commissioner
Nanded Waghala City Municipal Corporation, Nanded.



Shaily

SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India

Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement by efflux of time at the end of five years from the date of this Agreement or up to extended period.



“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” means the notice of Termination by Municipal Commissioner, in accordance with the applicable provisions of this Agreement.

1.2 Interpretation

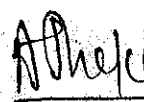
In this Agreement, unless the context otherwise requires,



- a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications guidelines or bylaws which have the force of law;
- c. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, Councils, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. The word “include” and “including” are to be construed without limitation;
- f. any reference to day, month and year shall means a reference to a calendar day, calendar month or calendar year respectively;



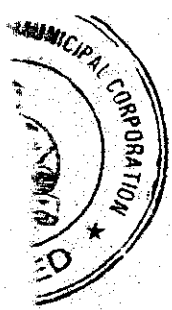
Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.






Shaiqy

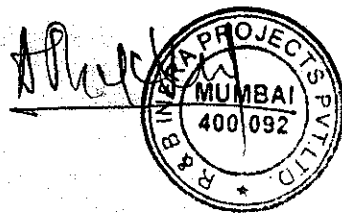
SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of Maharashtra)
Dist. Nanded. (M.S.)



- g. the Schedules to this Agreement from an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise required, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- k. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;




Dy. Commissioner
Nanded Waghala City Municipal
Corporation, Nanded.



Shaiqy

SHAFIYODDIN S. SHAIKH
Advocate & Notary
(Appointed by Govt. of India)
Dist. Nanded. (M.S.) India